

Exhibit A

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April 27, 2006

Via Federal Express

Christopher D. Lagow, Esq.
Togut Segal & Segal, LLP
One Penn Plaza
New York, New York 10019

Mark A. Broude, Esq.
Latham & Watkins
885 Third Avenue
New York, New York 10022-4802

Re: *In re Delphi Corporation, et al.*
Chapter 11 Case No.: 05 - 44481 (RDD)

Dear Christopher and Mark,

McCarter & English LP is counsel to Automodular Assemblies Inc. and its wholly-owned subsidiaries TecMar Distribution Services and Automodular Assemblies Inc. (Ohio) (collectively, the "Automodular Entities"), which are creditors in the above-referenced chapter 11 case of *In re Delphi Corporation, et al.* ("Delphi") which along with its affiliates are collectively referred to as the "Debtor". Pursuant to paragraph 18 of the Final DIP Financing Order dated on October 28, 2005 (the "Order"), the Automodular Entities are writing to enforce its "Setoff Right" as defined therein.

As a threshold matter, we believe your client will confirm that Automodular Entities have provided essential services to the Debtor in the past, and that the Automodular Entities intend to remain a committed partner of the Debtor going forward as part of its restructuring efforts. To that end, we believe that parties would better served reaching a resolution of the legal issues as to all pre-petition claims between the Automodular Entities and the Debtor.

a. The Automodular Entities Pre-petition Claims Against the Debtor

Delphi and Automodular Assemblies Inc.'s relationship is governed under the "Delphi Automotive System Long Term Contract," dated June 24, 2005 (the "Contract"), a copy of which is attached hereto as Exhibit A. At Section 3 of the Contract, Automodular and its affiliates and subsidiaries, *i.e.*, the Automodular Entities, have reserved set-off and recoupment rights against any "amounts owing to Delphi and affiliates and subsidiaries."

A review of the Automodular Entities' books and records show that as of October 9, 2005, (the "Petition Date") the Debtor had accrued \$645,291.48 (Canadian) due the Automodular Entities (the "Delphi Obligations"). This figure is comprised of outstanding invoices, as well as amounts due under work orders accruing through the Petition Date and which had yet to be invoiced to the Debtor. The breakdown of the Delphi Obligations is as follows:

HARTFORD	STAMFORD	NEW YORK CITY	NEWARK	PHILADELPHIA	WILMINGTON	BALTIMORE
860.275.6700	203.324.1800	212.609.6800	973.622.4444	215.979.3800	302.984.6300	410.659.8500

Christopher D. Lagow, Esq.
Mark Broude, Esq.
April 27, 2006
Page 2



\$378,578.25 (Canadian) or \$350,260.60 (US)¹ Automodular Assemblies Inc.;
\$93,657.82 (Canadian) or \$79,722.35 (US) to TecMar Distribution Services; and
\$173,055.41 (Canadian) or \$147,306.27 (US) to Automodular Assemblies Inc. (Ohio)

The supporting accounts receivable schedules are attached hereto as Exhibit B. To date, the Automodular Entities have not filed proofs of claims in the Debtor's bankruptcy case on account of the Delphi Obligations in (i) deference to the Debtor's immediate and pressing tasks facing it as a debtor-in-possession and (ii) anticipation of good faith negotiations between representatives of the Debtor and Automodular Entities.

b. The Debtor's Demand for Payment

By correspondence dated, March 22, 2006 to Christopher Nutt, Chief Financial Office of Automodular Assemblies Inc., (the "Demand"), the Debtor demanded \$645,130.16 from Automodular Entities in connection with accounts payable to Delphi. A copy of Demand is attached hereto as Exhibit C.

c. Set-off of the Parties Mutual Claims

In response to the Demand, the Automodular Entities are seeking to enforce its rights of set-off and recoupment under the Contract to "net" all pre-petition claims between Debtor and the Automodular Entities consistent with the procedures set forth in the Order.

Generally, 11 U.S.C. § 553 preserves a creditor's right to set-off mutual obligations between it and a debtor. In accordance with its rights under the Contract, the Automodular Entities propose to set-off the pre-petition mutual debts such that the amounts owed would be reduced to a *de minimis* amount, pending the parties' confirmation and reconciliation of the amounts due (including the application of the appropriate exchange rates).

Please contact us within ten (10) business days as required under the Order.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'B F Moore'.

Brian F. Moore

¹ The exchange rate used is 1.1748 which was the Bank of Canada rate on October 7, 2005, the last business day before Delphi's filing for chapter 11 protection.

EXHIBIT A

**DELPHI AUTOMOTIVE SYSTEMS
LONG TERM CONTRACT**

1. Purchase of Product

Automodular ("Seller") agrees to sell, and Delphi Automotive Systems LLC acting through its Delphi Thermal&Interior ("Buyer") agrees to purchase, approximately one hundred percent (100%) of Buyer's production and service requirements for the following products (each referred to as a "Product" and collectively referred to as the "Products"):

Part Number	Description	Annual Tool Capacity
SEE EXHIBIT	A ATTACHED	83 JOBS/HR

2. Term

With respect to each Product, the current model production term of this Contract is from CY 2005 beginning 01JUL05 through CY2010 ending 30JUN10.

3. Prices

Subject to adjustment on account of savings initiatives implemented in accordance with Section 5 below, the per unit price of each Product is set forth below. All pricing is F.O.B. OSHAWA, ONTARIO, CANADA - TTOP.

<u>Year</u>	<u>Beginning</u>	<u>Price</u>	<u>UOM</u>
SEE EXHIBIT A			
ATTACHED			

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer.

Price is based on an exchange rate of 1.25. Effective first day of each quarter pricing will be adjusted to reflect the exchange rate as of that date. Bank of Nova

Scotia USD exchange rate will be used as the basis for this adjustment. Automodular reserves the right of setoff or recoupment against any amounts owing to Delphi and its affiliates or subsidiaries.

4. Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following CY 01JUL06, Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If (i) Seller does not, within ninety (90) days, present a plan to supply any Product with comparable technology, design, quality, or, if applicable, price which is reasonably determined by Delphi to be feasible or (ii) Seller fails to timely implement and execute any such plan, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract.

5. Savings Initiatives

Buyer and Seller will work together to implement cost savings and productivity improvements as outlined in the Creative Improvement Plan (TO BE DEVELOPED) in order to reduce Seller's costs of supplying each Product. Seller agrees to reduce the per unit price of each Product on account of any savings in accordance with the Creative Improvement Plan.

In addition to the activities and initiatives set forth in the Creative Improvement Plan, Seller agrees to work cooperatively with Buyer on Supplier Development and Cost Management.

In terms of Supplier Development, Seller agrees to allow Buyer's Supplier Development personnel to visit Seller's manufacturing operations to complete lean manufacturing workshops and identify opportunities to improve the value stream of Buyer's products. Seller will work cooperatively with Buyer's Supplier Development personnel in documenting cost savings opportunities and possible timing for implementation of these savings initiatives through the Creative Improvement Plan or Buyer's Supplier Suggestion Program.

In terms of Cost Management, Seller agrees to provide detailed Cost Breakdown Information as requested by Buyer. In addition, Seller agrees to allow Buyer's Cost Management personnel to visit Seller's manufacturing operations to fully develop a robust cost standard (i.e., an ideal cost structure)

for the Products. Seller will provide the necessary resources (Finance, Engineering, Manufacturing, Management, Purchasing, etc.) and data to support Buyer's Cost Management initiatives. Seller and Buyer will work cooperatively to identify areas of cost reduction and Product and process improvements in order to close cost gaps and implement Product and process improvements so as to achieve actual costs that are in line with the applicable cost standard.

6. Purchase Orders

All Products will be ordered by Buyer, and delivered by Seller, in accordance with written purchase orders (including related delivery releases and shipping instructions) issued by Buyer from time to time during the term of this Contract. Buyer's General Terms and Conditions, a copy of which is attached, are hereby incorporated into this Contract by reference, provided, however, that Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until the end date of 01JUL06. Any amendment to, or revision of, such General Terms and Conditions shall also become a part of this Contract, provided that (i) Buyer provides Seller with a copy of such revised Terms and Conditions and (ii) Seller does not object to such revised Terms and Conditions in writing within thirty (30) days after receipt. The Terms and Conditions (together with any revision made a part of this Contract) shall be construed, to the extent possible, as consistent with the terms and conditions set forth in this Contract and as cumulative, provided, however, that if such construction is unreasonable, the terms and conditions set forth in this Contract shall control.

EXECUTED by Buyer and Seller as of 24JUN05.

Buyer:

Delphi Automotive Systems LLC
acting through its Delphi Thermal&Interior

By: Elizabeth A. Williams 6/28/05

Name: Elizabeth A. Williams

Title: Buyer

Seller:

AUTOMODULAR

By: Winston R. Ash

Name: WINSTON R. ASH

Title: VICE PRESIDENT
6/27/05

EXHIBIT A

AUTOMODULAR CRENS	ESTIMATED DEMAND	YEAR 1 7/2005 - 6/2006	YEAR 2 7/2006 - 6/2007	YEAR 3 7/2007 - 6/2008	YEAR 4 7/2008 - 6/2009	YEAR 5 7/2009 - 6/2010	
52406053	143638	4,6471	4,6471	4,6471	4,6471	4,6471	
52445808	143638	688,892	688,892	688,892	688,892	688,892	3,344,460
52406299	143638	4,6471	4,6471	4,6471	4,6471	4,6471	
52410855	143638	688,892	688,892	688,892	688,892	688,892	3,344,460
SERVICE ->	100	38,0085	38,0085	38,0085	38,0085	38,0085	
		3,601	3,601	3,601	3,601	3,601	18,003
							\$ 13,395,842

NOTES:

TOTAL ESTIMATED DEMAND - 24800A
SERVICE ASSEMBLIES INCLUDE COST OF SERVICE PACK (-\$30)
ALL PRICES ABOVE SUBJECT TO COST MODEL RESULTS AND SUBSEQUENT ADJUSTMENT
ALL PRICES ABOVE SUBJECT TO ADJUSTMENT FOR CURRENCY EXCHANGE (see LTA for details)

2450	PCDA
235	DMYR
375750	PCs/YR
4	PNs
143638	PCs/PN

EXHIBIT B

Delphi Corporation Pre-petition receivables
Relating to **Automodular Assemblies Inc.**
As at December 31, 2005

Invoice #	Delphi Division	Invoice Date	Amount	Purchase order/ Supporting document
DA-165-05	Delphi Harrison Thermal Systems DEP#379	5/17/2005	300.00	Work order Authorization form # P3-188-1
DA-166-05	Delphi Harrison Thermal Systems DEP#332	6/20/2005	600.00	Work order Authorization form # M048-05
DA-163-05	Delphi Harrison Thermal Systems	10/15/2004	1,941.50	PO# LPS96286
DA-168-05	Delphi E&S H.Vac operations	10/31/2005	5,100.00	Work order Authorization form # M081-05
DP-156-05	Delphi Packard , Laredo, TX	7/1/2005	1,200.00	PO#P4S08461 Work order#194-2
DC-110-04	Delphi Chassis, Needmore Operations	7/26/2004	567.47	Work order Authorization form # P4-079-01 PO#174283
DH-118-05	Delphi Delco Systems	11/30/2005	300.00	Work order Authorization form # M088-05
DK-100-05	Delphi Energy & Chassis, Kettering	9/30/2005	900.00	Work order Authorization form # 203
DC-111-05	Delphi Energy & Chassis, Burton	6/30/2005	430.00	Work order Authorization form # 192-2

Delphi Automotive Systems - Adrian Operations

DD-121-05	Delphi Automotive Systems- Adrian Operations	10/31/2005	600.00	Work order Authorization form # M084-05
DD-109-05	Delphi Automotive Systems- Adrian Operations	5/19/2005	1,200.00	Work order Authorization form # M042-05
DD-114-05	Delphi Automotive Systems- Adrian Operations	8/31/2005	7,500.00	Work order Authorization form # M052-05
DD-115-05	Delphi Automotive Systems- Adrian Operations	8/31/2005	1,200.00	Work order Authorization form # M058-05
DD-116-05	Delphi Automotive Systems- Adrian Operations	8/31/2005	1,500.00	Work order Authorization form # M061-05
DD-117-05	Delphi Automotive Systems- Adrian Operations	8/31/2005	1,500.00	Work order Authorization form # M064-05
DD-118-05	Delphi Automotive Systems- Adrian Operations	8/31/2005	6,000.00	Work order Authorization form # M070-05
DD-119-05	Delphi Automotive Systems- Adrian Operations	8/31/2005	4,500.00	Work order Authorization form # M072-05
DD-120-05	Delphi Automotive Systems- Adrian Operations	10/3/2005	1,500.00	Work order Authorization form # M079-05
Total Delphi Automotive Systems - Adrian Operations:			25,500.00	

Delphi Thermal & Interior

DC-112-05	Delphi Thermal & Interior	9/30/2005	1,800.00	Work order Authorization form # 199
DC-113-05	Delphi Thermal & Interior	12/23/2005	2,817.34	Work order Authorization form #207
CRFM10-05P	Delphi Thermal & Interior	10/31/2005	62,998.62	550074793; 550072058; 550078478; 550060368; 550059352
CRFM09-05	Delphi Thermal & Interior	9/30/2005	274,123.32	550074793; 550072058; 550078478; 550060368; 550059352
Total Delphi Thermal & Interior:			341,739.28	

Total Delphi Receivables

\$ 378,578.25

Invoice #	Delphi Division	Invoice Date	Amount	Purchase order/ Supporting document
Delphi Delco				
0007271	Delphi Delco	9/30/2005	470.00	repack part log
Delphi El-Paso				
4940	Delphi El-Paso	6/25/2003	247.50	Cost Recovery for Services authorization
Delphi Eney&Chassis				
5502	Delphi Eney&Chassis	1/27/2004	75.00	Cost Recovery for Services authorization
0007079	Delphi Eney&Chassis	7/31/2005	4,684.50	550075038; 550075266
0007184	Delphi Eney&Chassis	8/31/2005	94.35	550075038; 550075266
0007239	Delphi Eney&Chassis	9/30/2005	36,568.50	550075038; 550075266
0007304	Delphi Eney&Chassis	10/31/2005	24,764.80	550075038; 550075266
0006272	Delphi Eney&Chassis	9/21/2004	600.00	Cost Recovery for Services authorization
0007240	Delphi Eney&Chassis	9/30/2005	2,901.00	550071210; 550050288
0007241	Delphi Eney&Chassis	9/30/2005	129.20	550071210; 550050288
5714	Delphi Eney&Chassis	3/22/2004	4,462.50	Cost Recovery for Services authorization
Total Delphi Eney&Chassis			74,279.85	
Delphi Flint				
5239	Delphi Flint	10/28/2003	3,075.00	Cost Recovery for Services authorization
Delphi Interior				
5196	Delphi Interior	10/1/2003	375.00	Cost Recovery for Services authorization
Delphi Packard				
5735	Delphi Packard	3/26/2004	225.00	Cost Recovery for Services authorization
Delphi Ramir				
5246	Delphi Ramir	10/28/2003	225.00	Cost Recovery for Services authorization
5576	Delphi Ramir	2/13/2004	75.00	Cost Recovery for Services authorization
Total Delphi Ramir			300.00	
Delphi Saginaw				
0005923	Delphi Saginaw	5/25/2004	75.00	Cost Recovery for Services authorization
Delphi Texas				
0006007	Delphi Texas	5/31/2004	187.50	Cost Recovery for Services authorization
5401	Delphi Texas	12/12/2003	300.00	Cost Recovery for Services authorization
Total Delphi Texas			487.50	
Delphi Thermal				
5699	Delphi Thermal	3/10/2004	112.50	Cost Recovery for Services authorization
0006003	Delphi Thermal	5/31/2004	75.00	Cost Recovery for Services authorization
Total Delphi Thermal			187.50	

Total Delphi Receivables

\$ 79,722.35

Delphi Corporation Pre-petition receivables
Relating to **Automodular Assemblies Inc. (OHIO)**
As at December 31, 2005

Invoice #	Delphi Division	Invoice Date	Amount	Purchase order/ Supporting document
000146	Delphi Thermal	3/10/2005	397.74	Special services authorized G.Conley, Paul Hennessy
000149	Delphi Thermal	3/29/2005	2,194.00	Special services authorized G.Conley, Paul Hennessy
000150	Delphi Thermal	3/30/2005	165.15	Special services authorized G.Conley, Paul Hennessy
000188	Delphi Thermal	9/30/2005	19,250.00	LPS91557 ; Delphi PPAPP Approval documents
000189	Delphi Thermal	9/30/2005	2,504.00	LPS94497 ; Delphi PPAPP Approval documents
000191	Delphi Thermal	9/30/2005	102,522.35	55006426; 550073730; 550073758; 550073761; 550073762; 550073763; 550073774
000195	Delphi Thermal	10/31/2005	20,273.03	550064260; 550073730; 550073758; 550073761; 550073762; 550073763; 550073774; 550079723

EXHIBIT C

TOGUT, SEGAL & SEGAL LLP

ATTORNEYS AT LAW

ALBERT TOGUT
FRANK A. OSWALD *
NEIL BERGER *
SCOTT E. RATNER *
SIDNEY SEGAL (1935-1988)
BERNARD SEGAL (1932-1983)

—
OF COUNSEL

HOWARD P. MAGALIFF °
RICHARD K. MOLIN °

—
DANIEL F.X. GEOGHAN *
JAYME T. GOLDSTEIN
JONATHAN HOOK *
TALLY M. WIENER
SEAN P. McGRATH
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CHRISTOPHER D. LAGOW °

*MEMBER NY AND NJ BAR

°MEMBER NY AND CT BAR

°MEMBER NY AND MA BAR

°MEMBER NY AND VA BAR

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INTERNET
eMail@TeamTogut.com

March 22, 2006

VIA FEDERAL EXPRESS

Christopher Nutt
Chief Financial Officer
Automodular Assemblies, Inc.
200 Montecorte Street
Whitby, Ontario
Canada L1N 9V8

Re: Delphi Corporation, *et al.* ("Debtors")
Chapter 11 Case No. 05-44481 (RDD)

Amount Owed: \$645,130.16

Dear Mr. Nutt:

We are bankruptcy co-counsel for Delphi Corporation and certain of its U.S. affiliates (collectively, "Delphi") in their Chapter 11 cases pending before the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Delphi continues to operate its business as a debtor-in-possession.

Delphi's books and records reflect amounts due and payable from your company to Delphi in the amount of \$645,130.16 on account of goods or services provided by Delphi to and for the benefit of your company. Requests for payment of this amount have been previously sent to you.

Be advised that the amount set forth above and the claim to collect it constitute property of Delphi's bankruptcy estate, recoverable pursuant to Bankruptcy Code section 542.

TOGUT, SEGAL & SEGAL LLP

March 22, 2006

Page - 2-

Please accept this letter as a formal demand for the immediate payment of the full amount set forth above. Absent Delphi's receipt of payment in full within seven (7) days from the date hereof, an action will be commenced against your company in the Bankruptcy Court to compel payment of all sums due and payable by your company to Delphi, and for an award of costs, expenses and interest.

Delphi values its continued relationship with your company and trusts that these issues will be promptly addressed.

Nothing contained herein constitutes or should be construed to constitute a waiver of any right, claim or defense in favor of Delphi. All such rights, claims and defenses are expressly preserved.

Very truly yours,

TOGUT, SEGAL & SEGAL LLP

By:

Neil Berger
Christopher D. Lagow

NB/cr

cc: Ms. Shaunda Snell

Exhibit B

FILED
U.S. BANKRUPTCY COURT
2006 JUL 31 P 12:16
S.D.N.Y.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In particular types of cases or circumstances, such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules

— DEFINITIONS —

Debtor

The person, corporation, or other entity that has filed a bankruptcy case is called the debtor.

Creditor

A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the clerk of the bankruptcy court where the bankruptcy case was filed.

Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property.

Examples of liens are a mortgage on real estate and a security interest in a car, truck, boat, television set, or other item of property. A lien may have been obtained through a court proceeding before the bankruptcy case began; in some states a court judgment is a lien. In addition, to the extent a creditor also owes money to the debtor (has a right of setoff), the creditor's claim may be a secured claim. (See also Unsecured Claim.)

Unsecured Claim

If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

Unsecured Priority Claim

Certain types of unsecured claims are given priority, so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims). The most common types of priority claims are listed on the proof of claim form. Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as *Unsecured Nonpriority Claims*.

— Items to be completed in Proof of Claim form (if not already filled in) —

Court, Name of Debtor, and Case Number

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the court, all of this information is near the top of the notice.

Information about Creditor:

Complete the section giving the name, address, and telephone number of the creditor to whom the debtor owes money or property, and the debtor's account number, if any. If anyone else has already filed a proof of claim relating to this debt, if you never received notices from the bankruptcy court about this case, if your address differs from that to which the court sent notice, or if this proof of claim replaces or changes a proof of claim that was already filed, check the appropriate box on the form

1. Basis for Claim:

Check the type of debt for which the proof of claim is being filed. If the type of debt is not listed, check "Other" and briefly describe the type of debt. If you were an employee of the debtor, fill in your social security number and the dates of work for which you were not paid.

2. Date Debt Incurred:

Fill in the date when the debt first was owed by the debtor.

3. Court Judgments:

If you have a court judgment for this debt, state the date the court entered the judgment

4. Total Amount of Claim at Time Case Filed:

Fill in the total amount of the entire claim. If interest or other charges in addition to the principal amount of the claim are included, check the appropriate place on the form and attach an itemization of the interest and charges.

5. Secured Claim:

Check the appropriate place if the claim is a secured claim. You must state the type and value of property that is collateral for the claim, attach copies of the documentation of your lien, and state the amount past due on the claim as of the date the bankruptcy case was filed. A claim may be partly secured and partly unsecured. (See DEFINITIONS, above).

6. Unsecured Property Claim:

Check the appropriate place if you have an unsecured priority claim, and state the amount entitled to priority. (See DEFINITIONS, above). A claim may be partly priority and partly nonpriority if, for example, the claim is for more than the amount given priority by the law. Check the appropriate place to specify the type of priority claim.

7. Credits

By signing this proof of claim, you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor.

8. Supporting Documents:

You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or, if the documents are too lengthy, a summary of those documents. If documents are not available, you must attach an explanation of why they are not available.

McCARTER & ENGLISH, LLP
245 Park Avenue
27th Floor
New York, New York 10167
(212) 609-6800 - Telephone
(212) 609-6921 - Facsimile
David J. Adler (DA-0048)
Brian F. Moore (BM-5719)
Attorneys for Automodular Assemblies Inc.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

	:	Chapter 11	
	:		
In re:	:	Case Nos. 05-44640 (RDD)	
	:	(Jointly Administered)	
	:		
DELPHI AUTOMOTIVE	:		
SYSTEMS LLC	:		
	:		
	:		
	:		
Debtor.	:		
	:		

ATTACHMENT TO PROOF OF CLAIM

1. The undersigned, having offices at 245 Park Avenue, 27th Floor, New York, New York 10167, are attorneys for Automodular Assemblies Inc. and its wholly-owned subsidiaries Tec-Mar Distribution Services, Inc. and Automodular Assemblies Inc. (Ohio) (collectively, "Automodular"), and are authorized to make this Proof of Claim (the "Claim") on its behalf against the estate of Delphi Automotive Systems LLC, the above-captioned debtor ("Delphi" or the "Debtor").

2. The Claimant is unaware of anyone else who has filed a Proof of Claim relating to

this Claim.

Background

3. On October 8, 2005 (the "Petition Date"), the Debtor filed a voluntary petition for relief pursuant to Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* with the United States Bankruptcy Court for the Southern District of New York.

4. The Debtor has continued to manage its business and property as a debtor-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code.

Initial Reservation of Setoff Rights

5. Pursuant to paragraph 18 of the Final DIP Financing Order, dated October 28, 2005, (the "Order") entered in the jointly administered Delphi chapter 11 cases of which the above-captioned case is one, Automodular has already sought to enforce its setoff rights. Accordingly, Automodular makes this proof of claims so as to reserve its rights to any general unsecured claims it may have to the extent it is determined that it cannot enforce its heretofore reserved right to set-off claims under 11 U.S.C. § 553.

Automodular's Pre-Petition Claims Against the Debtor

6. Delphi and Automodular Assemblies Inc.'s relationship is governed under the "Delphi Automotive System Long Term Contract," dated June 24, 2005 (the "Contract"), a copy of which will has already been made available to the Debtors. At Section 3 of the Contract, Automodular reserved set-off and recoupment rights against any "amounts owing to Delphi and

affiliates and subsidiaries.”

7. A review of the Automodular’s books and records show that as of Petition Date, the Debtor had accrued \$645,291.48 (Canadian) due Automodular (the “Delphi Obligations”). This figure is comprised of outstanding invoices, as well as amounts due under work orders accruing through the Petition Date and which had yet to be invoiced to the Debtor. The breakdown of the Delphi Obligations is as follows:

\$378,578.25 (Canadian) or \$322,249.11 (US) due Automodular Assemblies Inc.;
\$93,657.82 (Canadian) or \$79,722.35 (US) due Tec-Mar Distribution Services, Inc.; and
\$173,055.41 (Canadian) or \$147,306.27 (US) due Automodular Assemblies Inc. (Ohio) ¹
The supporting accounts receivable schedules are attached hereto as Exhibit A.

8. By correspondence dated, March 22, 2006 to Christopher Nutt, Chief Financial Office of Automodular Assemblies Inc., (the “Demand”), the Debtor demanded \$645,130.16 from Automodular in connection with accounts payable allegedly due to Delphi. A copy of the Demand is attached hereto as Exhibit B.

9. In a submission dated April 27, 2006 in response to the Demand and pursuant to the Order, Automodular asserted its rights of set-off and recoupment under the Contract and to “net” all pre-petition claims between Debtor and the Automodular consistent with the procedures set forth in the Order.

10. As of the Petition Date, to the extent it is determined Automodular cannot set-off its mutual pre-petition claims Delphi and after conversion to United States currency, Claimant

has a general unsecured claim for at least \$549,277.73. Copies of the invoices comprising the Claim are available on request of the Debtor.

11. Claimant has not obtained a judgment against Debtor in connection with the its pre-petition claims.

Additional Reservations

12. The Claimant expressly reserves all of its rights to file an amended or supplementary proof of claim, if and when necessary, for additional, contingent, and or other claims that Claimant may assert against the Debtor.

13. The filing of this Claim is not, nor shall deemed to be, a waiver or release of any of Claimant's rights against any person, entity, property, or a waiver of Claimant's right to seek a jury trial with respect to this Claim.

¹ The exchange rate used is 1.1748 which was the Bank of Canada rate on October 7, 2005, the last business day before Delphi's filing for chapter 11 protection.

14. Nothing contained herein shall prejudice or limit the rights of the Claimant from filing any proceeding or taking any action concerning its Claim.

Dated: New York, New York
July 27, 2006

McCARTER & ENGLISH, LLP
Attorneys for Automodular Assemblies
Inc.

By 

245 Park Avenue
27th Floor
New York, New York 10022-7402
(212) 609-6800 telephone
(212) 609-6921 facsimile

EXHIBIT A

Delphi Corporation Pre-petition receivables
Relating to **Automodular Assemblies Inc.**
As at December 31, 2005

Invoice #	Delphi Division	Invoice Date	Amount	Purchase order/ Supporting document
DA-165-05	Delphi Harrison Thermal Systems DEP#379	5/17/2005	300.00	Work order Authorization form # P3-188-1
DA-166-05	Delphi Harrison Thermal Systems DEP#332	6/20/2005	600.00	Work order Authorization form # M048-05
DA-163-05	Delphi Harrison Thermal Systems	10/15/2004	1,941.50	PO# LPS96286
DA-168-05	Delphi E&S H.Vac operations	10/31/2005	5,100.00	Work order Authorization form # M081-05
DP-156-05	Delphi Packard , Lored, TX	7/1/2005	1,200.00	PO#P4S08461 Work order#194-2
DC-110-04	Delphi Chassis, Needmore Operations	7/26/2004	567.47	Work order Authorization form # P4-079-01 PO#174283
DH-118-05	Delphi Delco Systems	11/30/2005	300.00	Work order Authorization form # M088-05
DK-100-05	Delphi Energy & Chassis, Kettering	9/30/2005	900.00	Work order Authorization form # 203
DC-111-05	Delphi Energy & Chassis, Burton	6/30/2005	430.00	Work order Authorization form # 192-2
Delphi Automotive Systems - Adrian Operations				
DD-121-05	Delphi Automotive Systems- Adrian Operations	10/31/2005	600.00	Work order Authorization form # M084-05
DD-109-05	Delphi Automotive Systems- Adrian Operations	5/19/2005	1,200.00	Work order Authorization form # M042-05
DD-114-05	Delphi Automotive Systems- Adrian Operations	8/31/2005	7,500.00	Work order Authorization form # M052-05
DD-115-05	Delphi Automotive Systems- Adrian Operations	8/31/2005	1,200.00	Work order Authorization form # M058-05
DD-116-05	Delphi Automotive Systems- Adrian Operations	8/31/2005	1,500.00	Work order Authorization form # M061-05
DD-117-05	Delphi Automotive Systems- Adrian Operations	8/31/2005	1,500.00	Work order Authorization form # M064-05
DD-118-05	Delphi Automotive Systems- Adrian Operations	8/31/2005	6,000.00	Work order Authorization form # M070-05
DD-119-05	Delphi Automotive Systems- Adrian Operations	8/31/2005	4,500.00	Work order Authorization form # M072-05
DD-120-05	Delphi Automotive Systems- Adrian Operations	10/3/2005	1,500.00	Work order Authorization form # M079-05
Total Delphi Automotive Systems - Adrian Operations:			25,500.00	
Delphi Thermal & Interior				
DC-112-05	Delphi Thermal & Interior	9/30/2005	1,800.00	Work order Authorization form # 199
DC-113-05	Delphi Thermal & Interior	12/23/2005	2,817.34	Work order Authorization form #207
CRFM10-05P	Delphi Thermal & Interior	10/31/2005	62,998.62	550074793; 550072058; 550078478; 550060368; 550059352
CRFM09-05	Delphi Thermal & Interior	9/30/2005	274,123.32	550074793; 550072058; 550078478; 550060368; 550059352
Total Delphi Thermal & Interior:			341,739.28	
Total Delphi Receivables			\$ 378,578.25	

Invoice #	Delphi Division	Invoice Date	Amount	Purchase order/ Supporting document
Delphi Delco				
0007271	Delphi Delco	9/30/2005	470.00	repack part log
Delphi El-Paso				
4940	Delphi El-Paso	6/25/2003	247.50	Cost Recovery for Services authorization
Delphi Energy&Chassis				
5502	Delphi Energy&Chassis	1/27/2004	75.00	Cost Recovery for Services authorization
0007079	Delphi Energy&Chassis	7/31/2005	4,684.50	550075038; 550075266
0007184	Delphi Energy&Chassis	8/31/2005	94.35	550075038; 550075266
0007239	Delphi Energy&Chassis	9/30/2005	36,568.50	550075038; 550075266
0007304	Delphi Energy&Chassis	10/31/2005	24,764.80	550075038; 550075266
0006272	Delphi Energy&Chassis	9/21/2004	600.00	Cost Recovery for Services authorization
0007240	Delphi Energy&Chassis	9/30/2005	2,901.00	550071210; 550050288
0007241	Delphi Energy&Chassis	9/30/2005	129.20	550071210; 550050288
5714	Delphi Energy&Chassis	3/22/2004	4,462.50	Cost Recovery for Services authorization
Total Delphi Energy&Chassis			74,279.85	
Delphi Flint				
5239	Delphi Flint	10/28/2003	3,075.00	Cost Recovery for Services authorization
Delphi Interior				
5196	Delphi Interior	10/1/2003	375.00	Cost Recovery for Services authorization
Delphi Packard				
5735	Delphi Packard	3/26/2004	225.00	Cost Recovery for Services authorization
Delphi Ramir				
5246	Delphi Ramir	10/28/2003	225.00	Cost Recovery for Services authorization
5576	Delphi Ramir	2/13/2004	75.00	Cost Recovery for Services authorization
Total Delphi Ramir			300.00	
Delphi Saginaw				
0005923	Delphi Saginaw	5/25/2004	75.00	Cost Recovery for Services authorization
Delphi Texas				
0006007	Delphi Texas	5/31/2004	187.50	Cost Recovery for Services authorization
5401	Delphi Texas	12/12/2003	300.00	Cost Recovery for Services authorization
Total Delphi Texas			487.50	
Delphi Thermal				
5699	Delphi Thermal	3/10/2004	112.50	Cost Recovery for Services authorization
0006003	Delphi Thermal	5/31/2004	75.00	Cost Recovery for Services authorization
Total Delphi Thermal			187.50	

Total Delphi Receivables

\$ 79,722.35

Delphi Corporation Pre-petition receivables
Relating to **Automodular Assemblies Inc. (OHIO)**
As at December 31, 2005

Invoice #	Delphi Division	Invoice Date	Amount	Purchase order/ Supporting document
000146	Delphi Thermal	3/10/2005	397.74	Special services authorized G.Conley, Paul Hennessy
000149	Delphi Thermal	3/29/2005	2,194.00	Special services authorized G.Conley, Paul Hennessy
000150	Delphi Thermal	3/30/2005	165.15	Special services authorized G.Conley, Paul Hennessy
000188	Delphi Thermal	9/30/2005	19,250.00	LPS91557 ; Delphi PPAPP Approval documents
000189	Delphi Thermal	9/30/2005	2,504.00	LPS94497 ; Delphi PPAPP Approval documents
000191	Delphi Thermal	9/30/2005	102,522.35	55006426; 550073730; 550073758; 550073761; 550073762; 550073763; 550073774
000195	Delphi Thermal	10/31/2005	20,273.03	550064260; 550073730; 550073758; 550073761; 550073762; 550073763; 550073774; 550079723

EXHIBIT B

TOGUT, SEGAL & SEGAL LLP

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March 22, 2006

VIA FEDERAL EXPRESS

Christopher Nutt
Chief Financial Officer
Automodular Assemblies, Inc.
200 Montecorte Street
Whitby, Ontario
Canada L1N 9V8

Re: Delphi Corporation, *et al.* ("Debtors")
Chapter 11 Case No. 05-44481 (RDD)

Amount Owed: \$645,130.16

Dear Mr. Nutt:

We are bankruptcy co-counsel for Delphi Corporation and certain of its U.S. affiliates (collectively, "Delphi") in their Chapter 11 cases pending before the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Delphi continues to operate its business as a debtor-in-possession.

Delphi's books and records reflect amounts due and payable from your company to Delphi in the amount of \$645,130.16 on account of goods or services provided by Delphi to and for the benefit of your company. Requests for payment of this amount have been previously sent to you.

Be advised that the amount set forth above and the claim to collect it constitute property of Delphi's bankruptcy estate, recoverable pursuant to Bankruptcy Code section 542.

TOGUT, SEGAL & SEGAL LLP

March 22, 2006

Page - 2-

Please accept this letter as a formal demand for the immediate payment of the full amount set forth above. Absent Delphi's receipt of payment in full within seven (7) days from the date hereof, an action will be commenced against your company in the Bankruptcy Court to compel payment of all sums due and payable by your company to Delphi, and for an award of costs, expenses and interest.

Delphi values its continued relationship with your company and trusts that these issues will be promptly addressed.

Nothing contained herein constitutes or should be construed to constitute a waiver of any right, claim or defense in favor of Delphi. All such rights, claims and defenses are expressly preserved.

Very truly yours,

TOGUT, SEGAL & SEGAL LLP

By:

Neil Berger

Christopher D. Lagow

NB/cr

cc: Ms. Shaunda Snell

Exhibit C

Creditor Data

Creditor Name: Automodular Assemblies Inc Eft Creditor Notice Name:	Date Claim Filed: Delphi Claim #: Amend/Replace? No
Debtor Name: Delphi Automotive Systems LLC Case Number: 05-44640	
Claim Nature: General Unsecured Amount of Claim:	Creditor Info Altered? N Objection Filed? N
Schedule: F Schedule Amt: \$332,223.12	

Exhibit D

Creditor Data

Creditor Name: Automodular Assemblies Inc Eft Creditor Notice Name:	Date Claim Filed: Delphi Claim #: Amend/Replace? No
Debtor Name: Delphi Automotive Systems LLC Case Number: 05-44640	
Claim Nature: General Unsecured Amount of Claim:	Creditor Info Altered? N Objection Filed? N
Schedule: F Schedule Amt: \$129,648.66	

Creditor Data

Creditor Name: Tecmar Distribution Services Creditor Notice Name:	Date Claim Filed: Delphi Claim #: Amend/Replace? No
Debtor Name: Delphi Automotive Systems LLC Case Number: 05-44640	
Claim Nature: General Unsecured Amount of Claim:	Creditor Info Altered? N Objection Filed? N
Schedule: F Schedule Amt: \$43,563.80	

Exhibit E

Delphi Corporation Pre-petition receivables
Relating to Automodular Assemblies Inc.
As at December 31, 2005

Invoice #	Delphi Division	Invoice Date	Amount	Purchase order/ Supporting document	
DA-165-05	Delphi Harrison Thermal Systems DEP#379	5/17/2005	300.00	Work order Authorization form # P3-188-1	not on Delphi schedule
DA-166-05	Delphi Harrison Thermal Systems DEP#332	6/20/2005	600.00	Work order Authorization form # M048-05	not on Delphi schedule
DA-163-05	Delphi Harrison Thermal Systems	10/15/2004	1,941.50	PO# LPS96286	not on Delphi schedule
DA-168-05	Delphi E&S H.Vac operations	10/31/2005	5,100.00	Work order Authorization form # M081-05	not on Delphi schedule
DP-156-05	Delphi Packard, Laredo, TX	7/1/2005	1,200.00	PO#P4S08461 Work order#194-2	on Delphi schedule as \$1,021.84cdn
DC-110-04	Delphi Chassis, Needmore Operations	7/26/2004	567.47	Work order Authorization form # P4-079-01 PO#174283	not on Delphi schedule
DH-118-05	Delphi Delco Systems	11/30/2005	300.00	Work order Authorization form # M088-05	
DK-100-05	Delphi Energy & Chassis, Kettering	9/30/2005	900.00	Work order Authorization form # 203	not on Delphi schedule
DC-111-05	Delphi Energy & Chassis, Burton	6/30/2005	430.00	Work order Authorization form # 192-2	not on Delphi schedule
DD-121-05	Delphi Automotive Systems- Adrian Operations	10/31/2005	600.00	Work order Authorization form # M084-05	
DD-109-05	Delphi Automotive Systems- Adrian Operations	5/19/2005	1,200.00	Work order Authorization form # M042-05	not on Delphi schedule
DD-114-05	Delphi Automotive Systems- Adrian Operations	8/31/2005	7,500.00	Work order Authorization form # M052-05	
DD-115-05	Delphi Automotive Systems- Adrian Operations	8/31/2005	1,200.00	Work order Authorization form # M058-05	
DD-116-05	Delphi Automotive Systems- Adrian Operations	8/31/2005	1,500.00	Work order Authorization form # M061-05	
DD-117-05	Delphi Automotive Systems- Adrian Operations	8/31/2005	1,500.00	Work order Authorization form # M064-05	
DD-118-05	Delphi Automotive Systems- Adrian Operations	8/31/2005	6,000.00	Work order Authorization form # M070-05	
DD-119-05	Delphi Automotive Systems- Adrian Operations	8/31/2005	4,500.00	Work order Authorization form # M072-05	
DD-120-05	Delphi Automotive Systems- Adrian Operations	10/3/2005	1,500.00	Work order Authorization form # M079-05	on Delphi schedule as \$1,252.03 cdn
DC-112-05	Delphi Thermal & Interior	9/30/2005	1,800.00	Work order Authorization form # 199	not on Delphi schedule
DC-113-05	Delphi Thermal & Interior	12/23/2005	2,817.34	Work order Authorization form #207	
CRFM10-05P	Delphi Thermal & Interior	10/31/2005	62,998.62	550074793; 550072058; 550078478; 550060368; 550059352	Production
CRFM09-05	Delphi Thermal & Interior	9/30/2005	274,123.32	550074793; 550072058; 550078478; 550060368; 550059352	Production

Total Delphi Receivables

Canadian dollars \$ 378,578.25

	usd	usd	
Total production owing for Sep 1-30 per Delphi schedule	234,218.65	234,678.55	(actual usd booked in AAI)
Total production owing for Oct 1-7 per Delphi schedule	53,816.34	53,933.48	(actual usd booked in AAI)
Total production owing per Delphi schedule	288,034.99	288,612.03	

cdn(@1.1748)
339,061.41

Inv on Delphi schedule not on AAI - possible OHIO inv	19,250.00	22,614.90	cdn(@1.1748)
Total misc sort, invoices per Delphi schedule	24,938.13	29,297.32	cdn(@1.1748)
Total reported owing by Delphi	332,223.12	390,973.63	
Invoice not on AAI schedule	(19,250.00)	(22,614.90)	cdn(@1.1748)
Total invoices not on Delphi schedule or at wrong amount	11,291.37	13,265.10	cdn(@1.1748)
Total owing per AAI schedule (diff is foreign exchange)	324,264.49	381,623.83	
	fx diff \$	3,045.58	

Delphi Corporation Pre-petition receivables
Relating to **Automodular Assemblies Inc. (OHIO)**
As at December 31, 2005

Invoice #	Delphi Division	Invoice Date	Amount	Purchase order/ Supporting document	
000146	Delphi Thermal	3/10/2005	397.74	Special services authorized G.Conley, Paul Hennessy	not on Delphi schedule
000149	Delphi Thermal	3/29/2005	2,194.00	Special services authorized G.Conley, Paul Hennessy	not on Delphi schedule
000150	Delphi Thermal	3/30/2005	165.15	Special services authorized G.Conley, Paul Hennessy	not on Delphi schedule
000188	Delphi Thermal	9/30/2005	19,250.00	LPS91557 ; Delphi PPAPP Approval documents	not on Delphi schedule
000189	Delphi Thermal	9/30/2005	2,504.00	LPS94497 ; Delphi PPAPP Approval documents	not on Delphi schedule
000191	Delphi Thermal	9/30/2005	102,522.35	55006426; 550073730; 550073758; 550073761; 550073762; 550073763; 550073774	Production
000195	Delphi Thermal	10/31/2005	20,273.03	550064260; 550073730; 550073758; 550073761; 550073762; 550073763; 550073774; 550079723	Production

Total Delphi Receivable

US dollars 147,306.27

Canadian dollars @1.1748 173,055.41

	usd	usd	
Total production owing for Sep 1-30 per Delphi schedule	102,522.28	102,522.35	(actual usd booked in AAI(OH)
Total production owing for Oct 1-7 per Delphi schedule	27,127.25	20,273.03	(actual usd booked in AAI(OH)
Delphi reported amount owing	129,649.53	122,795.38	

Total invoices not on Delphi schedule 24,510.89

**Total owing per Ohio schedule + extra production
captured by Delphi** **154,160.42**

Delphi Corporation Pre-petition receivables
Relating to TecMar Distribution Services
As at December 31, 2005

Invoice #	Delphi Division	Invoice Date	Amount	Purchase order/ Supporting document		
0007271	Delphi Delco	9/30/2005	470.00	repack part log	repack	not on Delphi schedule
4940	Delphi El-Paso	6/25/2003	247.50	Cost Recovery for Services authorization	sort parts	not on Delphi schedule
5502	Delphi Eney&Chassis	1/27/2004	75.00	Cost Recovery for Services authorization	sort parts	not on Delphi schedule
0007079	Delphi Eney&Chassis	7/31/2005	4,684.50	550075038; 550075266	short paid production inv	
0007184	Delphi Eney&Chassis	8/31/2005	94.35	550075038; 550075266	short paid production inv	
0007239	Delphi Eney&Chassis	9/30/2005	36,568.50	550075038; 550075266	production	
0007304	Delphi Eney&Chassis	10/31/2005	24,764.80	550075038; 550075266	production	
0006272	Delphi Eney&Chassis	9/21/2004	600.00	Cost Recovery for Services authorization	sort parts	not on Delphi schedule
0007240	Delphi Eney&Chassis	9/30/2005	2,901.00	550071210; 550050288	production	
0007241	Delphi Eney&Chassis	9/30/2005	129.20	550071210; 550050288	production	
5714	Delphi Eney&Chassis	3/22/2004	4,462.50	Cost Recovery for Services authorization	sort parts	not on Delphi schedule
5239	Delphi Flint	10/28/2003	3,075.00	Cost Recovery for Services authorization	sort parts	not on Delphi schedule
5196	Delphi Interior	10/1/2003	375.00	Cost Recovery for Services authorization	sort parts	not on Delphi schedule
5735	Delphi Packard	3/26/2004	225.00	Cost Recovery for Services authorization	sort parts	not on Delphi schedule
5246	Delphi Ramir	10/28/2003	225.00	Cost Recovery for Services authorization	sort parts	not on Delphi schedule
5576	Delphi Ramir	2/13/2004	75.00	Cost Recovery for Services authorization	sort parts	not on Delphi schedule
0005923	Delphi Saginaw	5/25/2004	75.00	Cost Recovery for Services authorization	Hi-lo support	not on Delphi schedule
0006007	Delphi Texas	5/31/2004	187.50	Cost Recovery for Services authorization	sort/repair	not on Delphi schedule
5401	Delphi Texas	12/12/2003	300.00	Cost Recovery for Services authorization	sort parts	not on Delphi schedule
5699	Delphi Thermal	3/10/2004	112.50	Cost Recovery for Services authorization	sort parts	not on Delphi schedule
0006003	Delphi Thermal	5/31/2004	75.00	Cost Recovery for Services authorization	repairs	not on Delphi schedule

Total Delphi Receivables US dollars 79,722.35

Canadian dollars @1.1748 93,657.82

Total production owing for Sep 1-30 per Delphi schedule	34,403.30	39,598.70 (actual booked by Tec-Mar)
Total production owing for Oct 1-7 per Delphi schedule	9,160.50	24,764.80 (actual booked by Tec-Mar)
Delphi reported amount owing	43,563.80	64,363.50

Difference between Delphi production and TecMar 20,799.70

Delphi shortage on production payments 4,778.85

Total invoices not on Delphi schedule 10,580.00

Total owing per Tec-Mar schedule **79,722.35**